

EXHIBIT "A"

SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services.

Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

General Services

- Establish and maintain a project schedule that will meet the City's Civic Center Master Plan Task List and Timeline.
- Field review Civic Center property.
- Take an active role in scheduled scoping meetings with various stakeholder groups and the general public to define project goals and suggest other collaborative ideas for engaging stakeholders and others in this process. This will include no fewer than three (3) community engagement meetings, with one (1) specifically dedicated to the senior center.
- During initial design phase, meet as needed (but not less than monthly) with City staff and City Council.
- Prepare two (2) or more alternative conceptual plans with preliminary cost estimates.
- Meet as needed (but not less than bi-weekly) with staff during development of the conceptual plans.
- Submit plans on 24" x 36" sheets and include reduced-scale copies at 11" x 17". Submit all original mylars and computer project files to the City to become the property of the City upon completion of the work.
- At the discretion of the City Council, conduct a survey or other type of community outreach.

Architectural Services

- Coordination with City-appointed Project Management Team in all phases of the project, according to the approved Project Approach and Project Schedule submitted by the Architect.
- Gather all existing programming data and other information prepared for

the City by other Consultants. Review and analyze this information and develop a Facility Program detailing all spaces with assigned square footage and needs.

- Facilitation of public input and public presentations at key project phases.
- Coordination with the Construction Manager. Coordination will include review of fixed limited budget, construction materials and methods, cost estimating, project phasing, etc.
- Based upon the mutually agreed-upon program, schedule and construction budget, the Design Team shall prepare for approval the Schematic Design Documents for the project. The documents shall consist of drawings and other graphic and written information that illustrate the size, scale, character, building materials, finishes, basic systems and equipment for each project component. Through a series of work sessions, the Design Team, working with the City, shall identify and select the preferred concept to be refined and further defined.
- Based upon the approved Schematic Design Documents and any adjustments authorized by the City, the Design Team shall prepare for approval the Design Development Documents for the project. In general these documents shall consist of drawings and other graphic and written information that fix and describe the size and character of the entire project. Documentation shall be in sufficient detail to define and communicate the design for client review, input and approval. The Design Development Documentation shall include plans, elevations, sections, schedules, details and performance specifications that describe the site development (including civil engineering and landscape architectural elements), architectural design, public areas interior design and structural design. An updated project schedule will be prepared at the conclusion of this phase.
- Based upon the approved Design Development Documents and any adjustments authorized by the City, the Design Team shall prepare Construction Documents. Documentation will include drawings and specifications that establish in detail the quality, quantity and levels of materials and systems required for construction of the project. The Architect shall assist the City in connection with their responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. Presentation of 50%, 85%, 95%, and 100% construction documents will be provided.
- Coordination of all permitting and other similar requirements as needed, including grading permits, public improvement permits, and building permits.
- The Architect, following the City's approval of the Construction Documents, the 100%/Bid Level Cost Estimate and assuming the Grading/Public Improvements and Building Permits are secured, shall assist the City in the bidding and negotiation of the project. Continued coordination with the Construction Manager throughout the bidding and

construction process for the project as needed. This coordination will include regular updates to the City regarding project progress.

- Coordination with the Construction Manager in project inspection and closeout as needed. This will include all closeout documentation, maintenance and operation manuals, warranties, as-built drawings, systems testing, quality assurance, etc.
- In addition to the Basic Services outlined above, the architect will be required to furnish the following services: landscape design; as-constructed record drawings; furniture, furnishings and equipment designs.

1.2 Exclusions from Basic Services.

The following services shall be excluded from the basic services listed above: N/A.

1.3 Additional Services.

Consultant shall perform the following Additional Services for the Project: N/A.

1.4 Communication with City.

Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager.

The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility.

Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location,

and other initial planning matters.

2.2 Meeting Budget and Project Goals.

Consultant shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3 of this Exhibit "A", if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations.

Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents.

Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans.

In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget.

Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding

agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget. Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents.

Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents.

Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents.

Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget.

Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable.

Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals.

Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues.

Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications.

Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form.

The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions.

City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction.

It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents.

Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents.

If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), Contract, General

Conditions, Supplementary General Conditions, Special Conditions, DBE (if applicable) and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate.

At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents.

Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids.

Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget.

If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsive and responsible bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation.

The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration.

Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting.

Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested parties.

8.4 Site Visits of Contractor's Work.

Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work.

Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Consultant's Consultants.

Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports.

Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes.

Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports.

Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records.

Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports.

Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions.

Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work.

Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions.

Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings.

Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes.

Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they

meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment.

Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection.

Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion.

Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List.

After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties.

Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion.

Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out.

Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications.

Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval.

Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment.

Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice.

Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.